



PUCKETT & FARAJ, PC

August 29, 2008

Dear Mr. Burden:

This letter will confirm our agreement and offer terms of the employment of our firm. If you find the following terms to be acceptable, please return a signed copy of this letter, along with the requested deposit.

Our representation will include advising, counseling, directing, negotiating, investigating, drafting correspondence, appearing at hearings and assisting you with your petition to the Naval Discharge Review Board to upgrade your discharge from the United States Navy.

We will neither represent, nor advise, any other person in any matter or on any point related to this case.

A deposit of \$2500.00 is required at the time you return a signed copy of this letter. The fees and expenses will be deducted from your deposit, and we will advise you from time to time if an additional amount is needed to maintain a sufficient deposit to cover anticipated fees and expenses.

Our fee will be earned on an hourly basis throughout the process. We charge \$350.00 per hour for attorney services and \$100 per hour for paralegal services. We will give you an accounting of our fees and expenses.

In addition to the fees described above, you will be responsible for expenses we incur in connection with this matter. Such expenses may include, among others, copying, delivery and telephone charges, fees for professional services and travel expenses. Whenever possible, we will forward bills for any expenses incurred on your behalf directly to you and you agree to make prompt, direct payment to the originator of these bills. If we make payment for you, it will be necessary to reimburse us promptly.

We will expect good communication and cooperation with you in order for us to represent you properly. This means promptly following our requests as to such matters as providing names and addresses of potential witnesses and points of contact. If there is any change in your address or telephone number, please notify us immediately.

We may withdraw from representation in this matter if you: insist upon presenting a claim or defense that is not warranted under existing law and cannot be supported by good faith argument for an extension, modification, or reversal of existing law; personally seek to pursue an illegal course of conduct; insist that the law firm pursue a course of conduct that is illegal or that is prohibited under the disciplinary rules; render it unreasonably difficult for us to carry out our employment; insist that we engage in conduct that is contrary to our judgment but not prohibited under the disciplinary rules; or

Burden fee agreement

deliberately disregard any agreement or obligation to us as to the timely payment of expenses or fees as required by this agreement for services rendered.

If at any time you become dissatisfied with our handling of this matter, you should not hesitate to tell us immediately so we can resolve the problem and maintain a good relationship with you. You may terminate our representation at any time. In the event of termination, you will be responsible for payment of any fees earned or expenses incurred.

We will use our best efforts in representing you in this matter, but you acknowledge that we can give no assurances as to the final outcome.

If the foregoing terms are acceptable, please sign and return one copy of this letter. We look forward to working with you.

Sincerely yours,



Haytham Faraj
Partner

I understand and accept the terms of this agreement.

Thomas Burden

Date of Acceptance